BRUHAT BENGALURU MAHANAGARA PALIKE

Tender for Rental occupancy for Multipurpose Building 1st Floor near Basavanagar Bus stand in Ward No.81 Vignananagar

Through e-procurement portal

Issued by

Office of the Executive Engineer,
K R Pura Division, Mahadevapura Zone,
Bruhat Bengaluru Mahanagara Palike
Bangalore -560036.
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SECTION-1: INTRODUCTION

1.1 Background

Bruhat Bengaluru Mahanagara Palike (BBMP) is the administrative body responsible for civic amenities and some infrastructural assets of the grater Bengaluru Metropolitan area

In the BBMP Limits Mahadevapura Zone, K R Pura Division Ward No. 81 Vignananagar near Bus stand premises a new building (Multi Purpose Building 1st Floor) has been constructed with for the purpose of Publics utility/Social service/civic amenity provider/IEC Activities (860.0sq.ft) BBMP intends to obtain appropriate service providers (Tenant) for operation, maintenance and management of Multipurpose Building (1st Floor) facilities from the eligible and interested Entrepreneurs/ agencies / companies / societies, residents associations etc. It is proposed to select Service providers through a transparent Tender process as per the broad guidelines of KTPP Act.

1.2 Project Details

The Multi Purpose Building (1st Floor) (860.0sq.ft) is floor has One hall with Partitions (Plan is enclosed) has been provided with electricity, water, and utilities such as wash room, toilets etc in the floor.

The purpose of this tender is to invite institutes or individuals or companies who are interested in making this Multi Purpose Building for Publics utility/Social service/civic amenity provider/IEC Activities which helps the Publics and residents and helps to the BBMP revenue, under two-cover bidding system comprising the (i) Technical Bid &(ii) Financial Bid

1.3 Brief Description of Bidding Process

1.3.1 The Bid shall be submitted as e-Submission on or before the Proposal Due Date as explained in Section**- 5** of this Tender Document.

1.3.2 The **e-Submission** of the Bid shall mean submission of Technical Bid & Financial Bid by uploading the scanned copy of the original documents prepared by the Bidder as explained in this Tender and by filling the required fields on the e-procurement website of GoK (**https://www.kppp.gov.in**) as per the procedures explained in the Tender and the e-procurement website.

1.3.3 For the purpose of e-Submission of the Bid**,** the Bidders are required to register themselves in the e-procurement website of GoK (https://eproc.karnataka.gov.in)

as per the registration procedure for Contactors explained in the website.

1.3.4 BBMP intends to follow a single stage process for selection of the Successful Bidder(s). The criterion for selection of Successful Bidder shall be based on "Highest Financial Proposal (H1)" submitted for rental occupation of Multi Purpose Building (1st Floor) by the Technically Qualified Bidders. The evaluation process would include consideration of the following set of documents, as part of the Proposal:

a. Technical Proposal

i) Documents related to eligibility criteria (Individual/company/agency registration, Association/PAN Card, Aadhar, GST Registration, EMD, authorization letters and turnover details), performance reports, experience, association or MoU with technical persons, businessmen, etc.

ii) CV's of all the related or associated people.

iii) Detailed Project Report

b. Financial Proposal

The Financial Proposal should be furnished in electronic mode only, which shall be filled up by the Bidder in the format made available on the E-Tendering Website. The specimen of the Financial Proposal is provided at Appendix-F of this document. The Financial Proposal shall clearly indicate the bid amount in both figures and words, in **Indian Rupees**. In the event of any difference between figures and words, the higher amount between the two shall be taken into account.

1.3.5 The evaluation of the Proposals would be carried out in the two steps:

a. In the first step, the Technical Proposal of the Bidders would be verified with respect to the "Qualification Criteria" set out as per **Clause 3.1**. Bidders whose Technical Proposal meet the Qualification Criteria ("Qualified Bidders"), would be considered for the next stage of evaluation;

b. In the second step, the Financial Proposals of the Qualified Bidders would be opened in the E-tendering website, in the presence of bidders who choose to attend the same and evaluated in order to select the Preferred Bidder. (Refer: Section4).

Detailed evaluation parameters are defined in Section-3 and Section-4 of this Tender document.

1.3.6 The Bidders shall make e-payment of tender processing fee and EMD through any of the following e-payment modes as specified in the e-portal:

i. Credit Card
ii. Direct Debit
iii. National Electronic Funds Transfer(NEFT)

iv. Over the Counter (OTC)–designated banks.

The Bidders shall ensure the credit of e-payment of tender processing fee and EMD in the respective e-Procurement account, on or before the Due Date and Time of Bid Submission.

1.3.7 The e-Submission as per procedure mentioned in this Tender document shall be made not later than time and date specified in Clause-1.4.

1.3.8 If the Bidders require any further information/clarifications about the Project and/or for inspection of any other document related to the Project and/or want to visit the Project Site, they are requested to contact BBMP at the address given below:

The Executive Engineer
Bruhat Bengaluru Mahanagara
palike
Old Madras Road, K R Pura
Bengaluru –560036
Phone:9739207348
Email: krpuraee@gmail.com

1.3.9 For information on e-Procurement procedures & registration, please visit **https://www.kppp.gov.in**) or contact e-Procurement helpdesk (Phone No: 91-8046010000 /8068948777) or send an email to support@helpdesk.com

1.3.10 In case of any discrepancy on the Bid documents submitted as **e-Submission**, the authenticity of the uploaded documents shall be verified by referring to the originals of the documents.

1.4 Time Schedule for the bids:

Bid Reference	:	No.BBMP/EE/KRP/TND/04 /2023-24, DATE:17.10.2023
Last date for seeking clarification if any.	:	26.10.2023 Up to 16.00 hours
Pre-bid meeting	:	21.10.2023 Up to 11.30 hours
Last date and time for bid submission/uploading of bid in E- procurement platform	:	27.10.2023Up to 16.00 hours
Time and date of opening of Technical bid Time and date of opening of Financial bid(subject to technical bid approval)	:	30.10.2023 at 16.00 hours. After the verification of technical document
Place of opening of bids and address for communication	:	Office of the Executive Engineer Old Madras Road, K R Pura Bengaluru – 560036 E-mail : krpuraee@gmail.com
Validity period from the last date of bid submission	:	90 Days

Note: (1) In the event of the specified date of opening of bids being declared a holiday for the Purchaser, the bids shall be opened on the next working day at the same time and venue.

(2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed to the Executive Engineer in the manner described under Instructions to Tenderer Section II of Bid Documents on or before the stipulated last date & time.

SECTION-2: INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Eligible Bidders

2.1.1 Bidders shall participate in the bidding process as single entity. A Bidder can either be a company or partnership firm or limited liability partnership, association, society, established under the relevant governing laws / Acts or any Individual in India. The qualification criteria are specified in **Section-3** of this Document.

2.1.2 Any entity which has been barred by Government of Karnataka (GoK), any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GoK/ SG/ GoI and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal. The Bidders would be required to submit an undertaking to this effect as per the format enclosed in **Appendix-E**.

2.2Number of Proposals and Respondents

2.2.1 Any bidder can submit bids for Multipurpose Building (1st Floor) Hall **measuring** **860.0 sft** in First floor.

2.2.2. **–**NA-

2.3 Proposal Preparation Cost

The Bidder shall be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process. BBMP will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the bidding process.

2.4 Project Inspections and Visit to the Sites

2.4.1 It is desirable that each Bidder submits its Proposal after visiting Multipurpose Building (1st Floor) Hall measuring 860.0 sft in BBMP and ascertaining for itself the location, surroundings, or any other matter considered relevant by it.

2.4.2 It would be deemed that by submitting the Proposal for Tender, the Bidder has:

a) made a complete and careful examination and accepted the Tender document in totality;

b) received all relevant information requested from BBMP, and

c) made a complete and careful examination of the various aspects of the Project including but not limited to:

i. the Project Sites i.e., Multipurpose Building (1st Floor) Hall at BBMP;
ii. existing facilities in the project sites, infrastructure and structures, if any;
iii. all other matters that might affect the Bidder's performance under the terms of this Tender document.

2.4.3 BBMP shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.5 Right to Accept or Reject any of the Proposals

2.5.1 Notwithstanding anything contained in this Tender, BBMP reserves the right to accept or reject any Proposal or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons.

2.5.2 BBMP reserves the right to reject any Proposal if:

a) at any time, a material misrepresentation is made or discovered, or

b) the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

2.5.3 Rejection of the Proposal by BBMP as aforesaid would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the best Bidder gets disqualified / rejected, then BBMP reserves the right to:

a) either invite the next best Bidder to match the Proposal submitted by the best Bidder; or

b) take any such measure as may be deemed fit by the sole discretion of BBMP, including annulment of the bidding process.

2.5.4 BBMP further reserves the right to award the Project to Multiple or a single/sole Bidder of the bidding process in accordance with the applicable regulations of the Government of Karnataka. BBMP may at its sole discretion award the Project to a single/sole Bidder where such Bidder fulfils the Qualification Criteria set out in **Section-3** and its Financial Proposal complies with the Minimum Consideration in accordance with **Section-4.**

B. DOCUMENTS

2.6 Contents of Tender

The Tender document comprises the contents as listed below, and would additionally include any Addendum issued in accordance with **Clause-2.8**.

Section-1 : Introduction
Section-2 : Instructions to Bidders Section-3 :Qualification Criteria Section-4 : Financial Proposal
Section-5 : Content of Proposal and

Submission Section-6 : Project Information
Memorandum Section-7: Draft Rent Agreement

Amendment of Tender

2.7.1 At any time prior to the Proposal Due Date, BBMP may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender document by the issuance of Addendum.

2.7.2 Any Addendum thus issued will be posted on the e-procurement web portal.

2.7.3 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, BBMP may, at its own discretion or based on request made by the bidders to extend the Proposal Due Date.

Pre-bid Meeting

2.8.1 To clarify and discuss issues with respect to the Project and the Tender, BBMP may hold Pre-bid meeting(s).Prior to the Pre-bid meeting(s), the Bidders are required to submit a list of queries and propose deviations, if any, to the terms and conditions set out in the Tender document. Bidders must formulate their queries and forward the same to BBMP as per the time schedule set out earlier in **Clause-1.4** of this Tender document ("Bidding Schedule"). BBMP may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the Tender.

2.8.2 The Proposal to be submitted by the Bidders should be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the Tender with all its contents in **Section-7** of this Tender Document.

2.8.3 BBMP will Endeavour to hold the Pre-bid meeting as per Bidding Schedule.

2.8.4 Attendance of the Bidders at the Pre-bid meeting is desirable but not mandatory.

2.8.5 All correspondence / enquiries should be submitted to the following in writing by registered post /courier:

Office of the Executive Engineer
Old Madras Road, K R Pura
Bengaluru – 560036

2.8.1 E-mail : krpuraee@gmail.comNo interpretation, revision, or other communication from BBMP regarding this solicitation is valid unless it is in writing and is signed by Executive Engineer, BBMP. BBMP will upload clarifications on queries, including a description of the enquiry, but without identifying its source in the e-procurement portal. Any clarifications issued shall be part and parcel of the Tender Document.

C. PREPARATION AND SUBMISSION OF PROPOSAL Language and Currency

2.9.1 The Proposal and all related correspondence and documents

should be written in the **English** language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language and duly notarized. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.9.2 The currency for the purpose of the Proposal shall be the **Indian Rupee (INR).**

2.10 Earnest Money Deposit (EMD)

2.10.1 Proposal would need to be accompanied by a EMD for following amount Multipurpose Buildng (1st Floor))– Outlet Rs.37,500/-(Rupees Thirty Seven Thousand Five Hundred only)

2.9.3 The entire EMD to be paid through e-payment**.**

2.9.4 The EMD shall be returned to the unsuccessful Bidders within a period of thirty (30) days from the date of issuance of Letter of Award (LoA) to the Successful Bidder. The EMD submitted by the Successful Bidder shall be released upon furnishing of the Security Deposit in the form and manner as stipulated in **Section-7** of this Tender Document.

2.9.5 The EMD shall be forfeited in the following cases:

a) If the Bidder modifies or withdraws its Proposal.

b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;

c) If the Successful Bidder proposes any new conditions or attempts to make the proposal conditional before signing of the Lease Agreement;

d) If the Successful Bidder fails to provide the Security Deposit within the stipulated time or any extension thereof provided by BBMP;

e) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

f) If the Successful Bidder fails/refuses to execute the Rent Agreement within the requisite period as stated in this Tender.

Validity of Proposal

Proposal shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the Proposal Due Date ("Proposal Validity Period"). BBMP reserves the right to reject any Proposal, which does not meet this requirement.

Extension of Validity of Proposal

In exceptional circumstances, prior to expiry of the original

Proposal Validity Period, BBMP may request Bidders to extend the Proposal Validity Period for a specified additional period.

2.13 Hard Copy Submission

For the purpose of verification, reference and clarification of the Bid submitted as e-Submission as per the above-explained procedures, BBMP may request the Bidder to submit the **Hard Copy** for verification, if required.

2.14 Format and Signing of Proposal

2.14.1 The Authorized Signatory shall sign the bid documents and initial each page of the Bid documents, along with the company seal, and shall upload only the scanned copy of the signed Bid documents as part of e-Submission.

2.14.2 The Technical Proposal shall be typed or written in indelible ink. The pages of the Proposal shall be clearly numbered and the Bidder shall initial each page. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

2.14.3 The Proposal shall contain all the information required herein and references of previous submissions shall not be considered.

2.14.4 Any or all the documents of the Bid required to be submitted in electronic mode under this Tender shall be uploaded on E-tendering Website using digital signature.

2.15 Sealing and Marking of Proposals

2.15.1 In case the Bidder opted to submit supporting documents in physical form (ref Section-5), such documents to be put in a sealed envelope and super scribe on the cover as:

"Hard Copy Submission for Tender for Selection of rental occupants for Multi purpose Building 1st Floor at Basavanagar Bus stand in Vignananagar Bangalore

This sealed envelope <u>should only</u> contain the documents related to technical proposal.

The financial proposal <u>should not be</u> enclosed in this documents envelope.

2.15.2 The envelope shall be addressed and submitted at BBMP located the address given in **Clause–2.8.6,** on the day of bid openly after the opening of tender in e-portal.

2.15.3 If the envelope are not sealed and marked as instructed above, BBMP assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.15.4 All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.

2.15.5 Financial Proposal, consisting of the Bidders financial offer for the project shall be **<u>submitted in electronic mode only</u>**, to be filled up by the Bidder in the format made available on the E-Tendering

Website **https://www.kppp.gov.in**. The specimen of the Financial Proposal is provided at Appendix-F of this document.

2.15.6 BBMP reserves the right to seek original documents for verification of any of the documents submitted in electronic mode / physical form or any other additional documents upon opening of the Bidding Documents.

2.16 Proposal Due Date

2.16.1 The Qualification Submissions and Financial Proposal should be submitted in E-tendering website before the date and time specified in **Clause-1.4** of Tender Document. In case bidder opted to submit supporting documents in physical

form, such supporting documents in hard copy should be submitted, at the address provided in **Clause- 2.8.6** in the manner and form as detailed in **Clause-2.15** of this Tender.

2.16.2 BBMP may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with **Clause-2.8**, uniformly for all Bidders, which will be displayed on the e-procurement website.

2.17 Tender Processing Fee

The bidder shall be required to submit a non-refundable tender processing fee as specified in the e-portal through e-payment modes as explained in this Tender and as per the procedures explained at **https://www.kppp.gov.in**

D .EVALUATION OF PROPOSAL

2.18 Proposal Opening

2.18.1 BBMPwould Endeavour to open the Technical Proposal in e-portal at BBMP EE office on the date and time mentioned in **Clause-1.4** of Tender document for the purpose of evaluation.

2.18.2 BBMP would subsequently examine and evaluate Proposals in accordance with the criteria set out in Section 3, Section 4 and Section 5 of this Tender document.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation, recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. BBMP will treat all information submitted as part of proposal in confidence and would require all those who have access to such material to treat the same in confidence. BBMP will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.20 Tests of Responsiveness

2.20.1 Prior to evaluation of Proposals, BBMP will determine whether each Proposal is responsive to the requirements of the Tender. A Proposal shall be considered responsive if the Proposal:

a. Is received/deemed to be received by the Proposal Due Date including any extension thereof pursuant to **Clause2.16.2**;

b. Is signed, sealed and marked and delivered as stipulated in **Clause**

2.15 &2.16.

c. Is accompanied by the Power of Attorney, the format for which is specifiedin
Appendix- B.

d. Contains all the information as requested in this document;

e. Contains information in formats same as those specified in this document; and only substantially responsive proposal will be considered for evaluation.

2.20.2 BBMP reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BBMP in respect of such Proposals.

2.22 Clarifications

To facilitate evaluation of Proposals, BBMP may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

2.23 Consultant(s) or Advisor(s)

To assist in the examination, evaluation, and comparison of Proposals BBMP may utilize the services of consultant(s) or advisor(s).

2.24 Proposal Evaluation: Qualifications Submission

2.24.1 The Technical Proposals of the Bidders would be evaluated as per the Qualification Criteria set out in **Section-3.** The evaluation will be carried out by the committee formulated for this purpose.

2.24.2 Only those Bidders whose Technical Proposals meet the Qualification Criteria (“Qualified Bidders“) would be considered for evaluation in the next stage.

2.25 Proposal Evaluation: Financial Proposal

Financial Proposal of only Qualified Bidders would be opened and evaluated as per process set out in **Section 4** to identify a Preferred Bidder.

2.26 Declaration of Successful Bidder

2.26.1 BBMP may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations for the facility at EE Office BBMP K R Pura , Bengaluru-560036 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, BBMP shall declare the Preferred Bidder as the Successful Bidder for the respective facilities.

2.27 Notifications

BBMP will notify the Successful Bidder for respective facility and issue a Letter of Award accordingly.

2.28 BBMP’s Right to Accept or Reject Proposal

2.28.1 BBMP reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Project, without liability or any obligation for such acceptance, rejection or annulment

2.28.2 BBMP reserves the right to invite revised Proposals from Bidders with or without amendment of the Tender at any stage, without liability or any obligation for such invitation and without assigning any reason.

2.28.3 BBMP reserves the right to reject any Proposal if at any time:

a. a material misrepresentation made at any stage in the bidding process is uncovered; or

b. the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Successful Bidder gets disqualified / rejected, then BBMP reserves the right to:

a. declare the Bidder with second highest Financial Proposal as the Preferred Bidder and where warranted, invite such Bidder for negotiations; or

b. take any such measure as may be deemed fit in the sole discretion of BBMP including annulment of the bidding process.

c. Preferred Bidder does not comply with the conditions of Letter of Award or does not execute Lessee/Rent Agreement within the prescribed duration in the Tender.

2.29 Acceptance of Letter of Award and Execution of Agreement

2.29.1 Within two (2) weeks from the date of issuance of the Letter of Award ("LoA"), the Successful Bidder shall accept the LoA and return the same to BBMP. The Successful Bidder shall prepare/discuss and execute the Agreement within four (4) weeks of the issue of LoA or within such further time as BBMP may agree to in its sole discretion.

2.29.2 BBMP will promptly notify other Bidders that their Proposal has not been accepted and their EMD will be returned as promptly as possible.

2.30 Security Deposit

2.30.1 The Successful Bidder shall

furnish a Security Deposit as follows

Multi purpose Building 1st Floor Rs. 75,000/-(Rupees Seventy

Five thousand)

2.30.2 Failure of the Successful Bidder to comply with the requirements of Clause-2.32

shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, BBMP reserves the right to take any such measure as may be deemed fit in the sole discretion of

BBMP, including annulment of the bidding process.

2.31 Payment of Upfront Amount

Preferred Bidder should pay non-refundable and irrevocable upfront amount of three month Rent amount as Upfront amount plus applicable taxes to BBMP before signing the agreement. The mode of upfront payment shall be in the form of Demand Draft drawn in favour of ***Chief Commissioner,BBMP,*** as required under the terms and conditions set out in Section-7 of this Tender Document. In the event Preferred Bidder fails to make upfront payment, the Letter of Award will be cancelled **and EMD will be forfeited.** The next highest bidder will be called for negotiations.

2.32 Services to be

provided

2.33 2.32.1 Multi Purpose Building (1st

Floor)

-Bidder should make available and make arrangements for providing services/fecility to the Public Purpose.

2.34 Interiors

To be made by the bidder / lessee at

their own cost**. 2.34Post Qualifying**

Retention Criteria

- The organization/ trust / partnership / ownership firm/ Individual should maintain
  the buildings and related property in good condition without causing any damage
- Should be responsible for the payment of electricity bill, water bill and housekeeping related bill and pay to BBMP for share of security towards the building and any other charges related to building maintenance as decided by BBMP.
- Individual/Company/Trust/Partnership/Proprietor/Assoaciations **shall pay quoted and accepted price**
- The services fees or item wise sale prices should be fixed with the approval of BBMP at regular intervals.
- The successful bidder shall not take more than 4 months to initiate all the activities envisaged in the DPR

2.35 Tenure of Rent period: The tenure of this award of contract or Rent period on rental basis is only **for three years**. It can be extended **another two years** after mutual consent by Tenant and Executive Engineer/authorized officers of BBMP.

SECTION-3: QUALIFICATION CRITERIA

3.1 Qualification Criteria

The Bidder should satisfy all the following eligibility criteria irrespective of whether they are bidding for either one of the facilities or Multiple facilities:

a) The organization/trust/partnership/ownership/ firm should have been registered by the competent authority. The registration number and registration certificate must be submitted.

b) Should have minimum average annual turnover of Rs. 10.0 lakhs during the last three financial years i.e 2019-20 to 2021-2022

c) Technical specification data has to be uploaded

d) GST, Sales tax or VAT clearance certificate from the relevant authority in the relevant field (documents to be submitted).

e) They should have relevant experience in this activity at least for consecutive 2 to 5 years

f) Those who bidding for individual Shops they can be individuals, they are required to submit Pan copy, Aadhar and last three years ITR.

The Bidders should provide supporting documents as specified in **Appendix –A1** in proof of eligibility criteria indicated above.

Activity:

Multipurpose hall should make available for Public utility/Social service activities /Cultural activity

Detailed Project Report (DPR)

The bidder is expected to submit a detailed project report of operation, maintenance and management of **Multipurpose Building 1st Floor hall** fully or partially. The building facilities mentioned in Section 6 will be handed over to you after bidding process.

3.2Declaration of qualified bidders

The verification/ scrutiny and evaluation of eligibility, technical qualifying criteria documents including DPR submitted and other documents submitted in technical bid will be carried out by the tender scrutiny committee constituted for this purpose. The scoring will be done for short listing of eligible organization which would score minimum of 75% scores (the score obtain would be converted in to percentage). The bidders scoring more than 75% score would be declared as qualified bidders.

Selection Criteria

The submitted EOI/ DPR would be evaluated by the BBMP. The following scoring will be done for short listing of eligible organization which would score minimum of 75% scores (the score obtain would be converted in to percentage).

Sl. No.	Criteria	Score	Evaluation
I	Mandatory criteria		
1.	Organization- Registered with concerned authority.	(15)	
2.	GST enrollment, Sales Tax or VAT clearance certificate.	(15)	

3.	Experience for consecutive 2 years.	(15)	
II	Compliance to others criteria		
4.	Organizational strength.	(25)	
4.	**DPR on Multipurpose hall operations**	(30)	

Post Qualifying Retention Criteria

- Should be responsible for the payment of electricity bill, water bill and housekeeping related bill and pay to BBMP for share of security towards the building and any other charges related to building maintenance as decided by BBMP.

- Company/Trust/Partnership/Proprietor **shall pay quoted and accepted price or rent, with an escalation of amount 10% minimum every year decided by BBMP in consultation with successful bidder.**
- The Multipurpose hall should be used for Public utility purpose any fees or item wise prices should be fixed with the approval of Competent authority of BBMP at regular intervals.
- The successful bidder shall not take more than 30 days to initiate all the activities envisaged in the DPR

SECTION-4: FINANCIAL PROPOSAL

4.1 Evaluation of Financial Proposal

Financial Proposal

Financial Proposal shall be the Bidder's quote for "Monthly Rent" payable to BBMP

The Financial Proposal shall be submitted in e-portal in the specimen format at **Appendix-F**. The Bidder shall quote the amount of "Monthly Rent" that would be payable to BBMP every Month in advance. The Monthly Rent shall be subject to an escalation as decided by BBMP every year. **An advance worth of 3 month rent has to be deposited before start of business. While bidding bidder has to consider PWD rate as base price and minimum 10% hike on every year.**

4.2 Declaration of Successful Bidder

The qualified Bidder whose Financial Proposal (quote for Monthly) is **highest (H1)** for the respective facility shall be declared as Preferred Bidder for that facility. It is however clarified that the declaration of the Preferred Bidder does not impose any obligation on BBMP to indicate the conclusion of the bidding process.

SECTION-5: CONTENT OF PROPOSAL AND SUBMISSION

5.1 General Submissions

The documents listed below shall be filled as per the formats provided, shall be duly signed by the authorized signatory and the same shall be scanned and submitted/uploaded in e-portal.

a) Letter of Proposal as per**Appendix-A.**

b) Bidders Profile as per**Appendix-A1**

c) Power of Attorney as per **Appendix- B** authorizing the signatory of the Proposal to commit the Bidder

d) Format for Certificate from Statutory Auditor for Financial Capability as per

Appendix-C

e) Anti-Collusion Certificate as per**Appendix-D**

f) Letter of Undertaking from Bidder as per**Appendix-E**

g) Supporting documents like:

(i) Registration Certificate ofBidder

(ii) Copy of PANCard

(iii) Copy of Service Tax Registration

(iv) Copy of GSTRegistration

(v) Copy of ITRs filed for Assessment years 2019-20, 2020-21& 2021-22.

(vi) Aadhar card of Individual bidder.

(vii) Any other documents required as per tender conditions.

h) Detailed Project Report

i) Turnover Details

j) Utlization plans

k) Documents related to eligibility criteria.

l) Performance reports.

m) Experience in related fields.

n) Annual turnover estimates by bidders desire to submit hard copy of technical bid documents, can submit only after the technical bid opening in the e-portal as mentioned in clause 2.13 and 2.15 of tender. The financial proposal should not be enclosed in this documents hard copy submission envelop.

The financial proposal should be submitted in electronic mode only in the portal.

5.2 Financial Proposal

a) Financial proposal (Financial quote for " Monthly Rent fee" payable to BBMP over the Contract period) as per format set out in Appendix-F, shall be submitted in e- portal only.

b) The Bidder shall not submit the Financial Bid document as part of Technical Proposal or Hard copy submission.

APPENDIX- A

Format for Letter of Proposal
(On the Letter head of the Bidder)

Date:

The Executive Engineer
BBMP, Old Madras road,
K R Pura, Bengaluru-560036

Sir,

Sub: Proposal for Selection of Service Provider (Tenant) for facilities at Multi Purpose building hall (1st Floor)in Vignana Nagara

Ref: Tender issued by BBMP

Being duly authorized to represent and act on behalf of_____ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the Proposal requirements and information provided, the undersigned hereby submits the Proposal for the project referred above for a Rent period of **three** years.

We are enclosing our Proposal with the details as per the requirements of the Tender, for your evaluation for **Selection of Service Providers (Tenant) for Multi Purpose building hall (1st Floor)in Vignana Nagara.**

We confirm that our Proposal is valid for a period of 90 days from Proposal Due Date indicated in the Tender document.

BBMP and its authorized representatives are hereby specifically authorized to conduct or to make any enquiry or investigations to verify the statements, document and information submitted with this application and / or in connection therewith and to seek clarification from our bankers, financial institutions and clients regarding the same .

The undersigned declares that the statements made and the information provided in this proposal is complete, true and correct in all respects.

Yours faithfully,

(Signature of the Authorized Signatory of Bidder with the seal

of the company) (Name and designation of the Authorized Signatory of Bidder)

APPENDIX- A1

Particulars of the Bidder

1 Details of Agency

(a) Name of the Company/firm/ Individual :
(b) Address of the Head Office :
(c) Address Branch Office (s) in Karnataka:
(d) Year of commencement of business :

2 Details of contact person for communication :

(a) Name :
(b) Designation :
(c) Address :
(d) Telephone Number(land line) :
(e) Mobile Number :
(f) E-Mail Address :

3 Details of Agency:

a) Status of the Bidder (Firm/Company/Society/ Individual etc.,) (Copy of Registration Certificate to be submitted)

b) Experience, if any, in handling training / other related facilities(Yrs.)

c) Turnover of the Bidder as per the audited balance sheets/ ITR of last 3 years:

Year	Turnover (Rs. lakhs)/ ITR
2019-20	
2020-21	
2021-22	

d. Technical specification data has to be uploaded

4 Details of OM&M provided / being provided(Optional) (Documentary proof to be provided)

5.	Details of PAN	

6.	Details of Service Tax / GST registration	Copy of the Registration Certificate
7.	Details of ITRs filed	Copy of ITRs filed for Assessment year 2019-20, 2020-21 & 2021-22 to be Submitted

8.	Any other details in support of capability of the Bidder to take up the project	
9 (a)	**Purpose for which Building(Hall) Should be used Public utility /Social service /IEC activity/Civic Amenity Purpose DPR**	

Signature of the authorized
Signatory with name & seal

APPENDIX- B

Format for Power of Attorney for Signing of Proposal (On stamp paper of appropriate value) Power of Attorney

Know all men by these presents, we__(name and address of the registered office of Bidder) do hereby constitute, appoint and authorize Mr./Ms. (name andresidential address) who is presently employed with us and holding the position of_____as our or attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **Selection of Service Provider (Tenant) for Multipurpose Building(1st Floor Hall) in Vignananagara ward No.81**. including signing and submission of all documents and providing information / responses to the BBMP, representing us in all matters before BBMP, and generally dealing with BBMP in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

Accepted
(Name, Title and Address)

_____

(Signature)

_____

(Name, Title and Address of the Attorney)

APPENDIX -C

Format for Certificate from Statutory Auditor for Financial Capability

(On the Letterhead of Auditor)

Date :

TO WHOMSOEVER IT MAY CONCERN

Sub.: Financial Capability Certification

We have verified the relevant statutory and other records of M/s____*[Name of the Bidder],* have ascertained and certify the following:

a) Turnover of the above Bidder as per the audited balance sheets/ITR:

Year	Turnover (Rs. lakhs)
2019-20	
2020-21	
2021-22	

b) Technical specification data has to be uploaded

Signature & Seal and
Registration Number of
Statutory Auditor

APPENDIX-D

Anti-Collusion Certificate

(On the Letterhead of the Bidder)

Date: _____

The Executive
Engineer BBMP,
Old Madras road
K R Pura, Bengaluru-
560036

Sir,

Sub.: Proposal for Selection of Service Provider (Tenant) for **Multipurpose Building(1st Floor Hall) in Vignananagara ward No.81**

Ref.: Tender issued by BBMP

We hereby certify and confirm that in the preparation and submission of our Proposal for the above mentioned Project, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this_____Day of_____, 2023

(Name of the Bidder)

(Signature of the Authorized Person)

(Name and designation of the Authorized Person)

APPENDIX- E

Format for Undertaking

(On the Letterhead of the Bidder)

Date: _____

The Executive Engineer ,
BBMP, Old Madras road
K R Pura, Bengaluru-560036

Sir,

Sub.: Proposal for Selection of Service Providers (Tenants) for **Multipurpose Building(1st Floor Hall) in Vignananagara ward No.81**

Ref.: Tender issued by BBMP

We confirm that we are not barred by Government of Karnataka (GoK), any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GoK/SG/GoI from participating in any projects (contracting or otherwise) as on the Proposal Due Date indicated in the Tender document issued by BBMP

Yours faithfully,

_____

(Signature of Authorized Signatory)

_____

(Name and designation of the Authorized Person)

APPENDIX-F

Financial Bid reference

(**To be submitted only in electronic mode on E-Tendering Website**)

Date: _____

The Executive Engineer
BBMP, Old Madras road
K R Pura, Bengaluru-560036

Dear Sir,

Sub: Proposal for Selection of Service Provider (Tenant) for for **Multipurpose Building(1st Floor Hall) in Vignananagara ward No.81**

Ref: Tender issued by BBMP

We refer to the Tender document issued by BBMP for the captioned Project.

We are pleased to offer our Financial Proposal for **Multipurpose Building(1st Floor Hall) in Vignananagara ward No.81**) for a Rent period of Three years as follows:

Multipurpose Building(1st Floor Hall	Monthly Rent (Second year onwards rent will be decided with mutual consent with BBMP Authorities)				
	1st Year				
1st Floor Hall					

We understand that this quoted amount of Monthly Rent shall be subject to escalation every year. In addition, we also commit to make payment monthly advance and Security Deposit and Upfront Payment of 3 month rent as prescribed in the Tender Document. We are agreeable to the terms of payment of Monthly Rent fee as prescribed in the Tender.

We have completely read and understood the Tender document and Financial Proposal is unconditional and is in line with the requirements of the Tender document. We also state that the financial turnover of all the operations, management, maintenance will be maintained as per the standard financial procedures and accordingly details of accounts duly & signed by the competent auditors (CA) will be submitted to BBMP authorities while making payments.

Yours faithfully,
(Signature of Authorized Signatory)

(Name and designation of the Authorized Person with the seal of the company)

SECTION-6: PROJECT INFORMATION MEMORANDUM

Multipurpose Building(1st Floor hall)

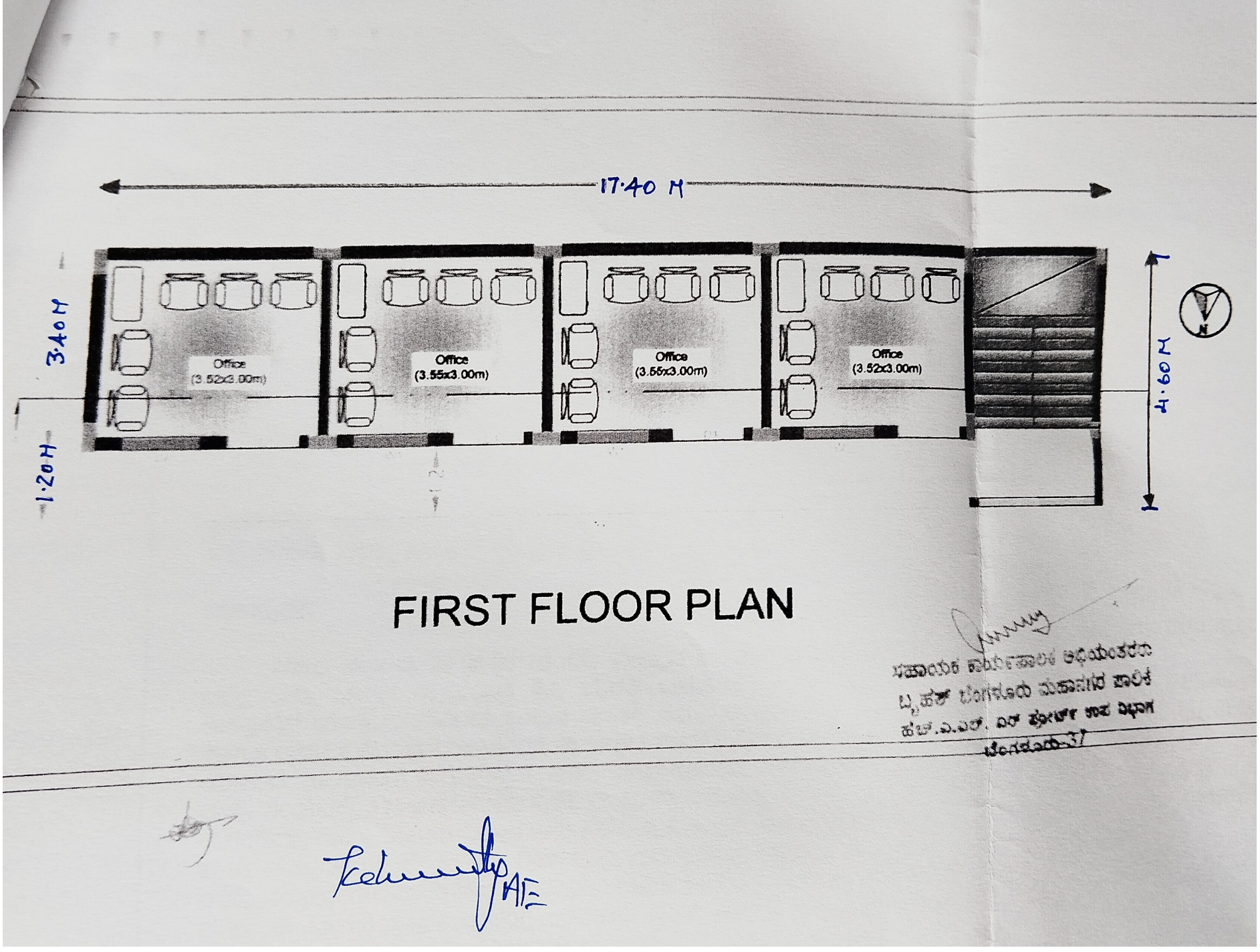
Location : Near Basavanagara Bus stand in Vignana Nagara
Address : Ward No.81, Bengaluru- 56002
Year of Establishment

:

Total Built-Up Area

Details:

First Floor	
Passage	1.20 MTR (i.e,4’0” wide)-224.0SFT Area
Hall & Stairs	1 no of 636.0 SFT Area



FIRST FLOOR PLAN

ಜಯಾಯಿ ಕಾರ್ಯಪಾಲಕ ಅಧಿಕಾರಿಯವರು
ಬೈಕಂಪಾಡಿ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ
ಹಳೆ.ಎ.ಎಲ್. ಎದ ಕೆಳಗಿನ ಜಾಗ ಪಟಾಲ
ಮಂಗಳೂರು-1

SECTION-7: DRAFT RENTAL AGREEMENT

Multipurpose Building(1st Floor hall)

(This is only the draft and to be finalized between BBMP & Selected Bidder and executed in a stamp paper of appropriate value purchased in Bengaluru. Separate Rent Agreement required to be entered into between BBMP and selected bidder on similar lines of this Rent Agreement).

THIS Rent Agreement (hereinafter referred to as "Agreement") is made on …… day of……BY AND BETWEEN:

BBMP**,** represented by its Chief Commissioner (hereinafter referred to as the **Lender o**r the **Authority"** which expression shall, unless the context otherwise requires, include its successors and assigns); of the **First Part** and,

……, a company/partnership firm *(as the case may be)* having its registered office at ……, (hereinafter referred to as the "**Tenant**" which expression shall, unless repugnant to the context include its successors and assigns)of the **Second Part;**

WHEREAS:

A. BBMP hereinafter referred to as "Lender or Authority" intends to engage an entity for the newly built Multipurpose Building 1st Floor, Bangalore to operate, maintain and manage allotted facilities.

B. To meet the aforesaid objective, BBMP proposed to Rent the facilities at the Multipurpose Hall, Bangalore under its control and administration to Agencies for operation, maintenance and management .

C. The Authority carried out the process of selection of the Tenant through a competitive bidding, after issuing a Tender dated ------ inviting bids from prospective bidders to take up work.

D. The Tenant, selected through a competitive bidding process, met the qualification criteria and quoted the highest Monthly rent for facilities at Multipurpose Building 1st Floor

E. After evaluation of the proposals so received, the Tenant Authority accepted the Proposal of the Rent and issued Letter of Award

dated.....to the Tenant requiring, inter alia, the execution of this Agreement and the same has been accepted by the Authority through a letter dated .

F. The Preferred Bidder has fulfilled the following conditions of the LOA the receipt and compliance of which is duly acknowledged by BBMP

(i) **Upfront Payment:** Non-refundable and irrevocable payment of Rs. plus
applicable taxes, to BBMP towards the Upfront Rent vide Bankers Cheque/Demand Draft No. dated …. Drawn on
_in favor of **Chief Commissioner, BBMP**
Bengaluru.

(ii) Security Deposit

Interest free payment of Rs…… (Rupees lakhs), plus applicable taxes, to BBMP towards the Security Deposit by way of bank guarantee favoring BBMP.

G. The Project comprises of the operation, maintenance and management of the facilities at Multipurpose building Hall (hereafter as project) by the Tenant.

H. The Authority hereby grants to the Tenant, this Rent on mutually agreed terms and conditions for the Rent Period to operate, maintain and manage the Project on a Public utility/Social service activity basis, and as per terms set out in the Agreement.

I. The Tenant hereby accepts the Rent granted and undertakes to carryout Project during the term of this Lease as per terms set out in the Agreement.

J. In consideration of the rights provided by the Authority, the Tenant agrees to pay Monthly rent as per Article-3.

K. The Tenant acknowledges and confirms that it has undertaken all necessary due diligence of all aspects of the operations, including technical and financial viability, legal due diligence, demand studies and on the basis of its independent satisfaction agrees to carryout Project at its cost and expense.

NOW THEREFORE, in view of the mutual promises and consideration setout herein, the Authority and the Tenant (each individually a “Party” hereto, and collectively the “Parties”) hereby agree to be bound by the provisions of this Rent Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE–1: DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

In this Agreement, unless the context otherwise requires:

"Affected Party" means Affected Party as set of in **Article–8.1** hereof.

"**Agreement**" means this Lease Agreement including the recitals, annexure, schedules and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof.

"Agreement Date" means the date of execution of this Agreement.

"Monthly Rental" shall have the meaning ascribed to in **Article-4** hereof.

"**Applicable Laws**" means any statute, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other Government restriction or any similar form of decision of, or determination by, or any interpretation or having the force of law in the Republic of India and the State of Karnataka, by any Competent Authority or instrumentality thereof, whether in effect as of the date of this Agreement or thereafter.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and includes any amendment to or any re-enactment thereof as in force from time to time.

"Authority" shall mean and refer to BBMP having its office at Bengaluru–and its legal representatives, successors, administrators, receivers and assignees.

"Change in Law" means occurrence of any of the following events after the execution of this Agreement:

(a) Enactment of any new Central/State Laws or Directives;

(b) The repeal in whole or in part (unless re-enactment with the same effect) or modification of any existing Central/State Laws or Directive;

(c) The change in interpretation or application of any Applicable Law;

(d) The imposition of a requirement for a Clearance(s) not required on the date of this Agreement;

"Clearance" means, as on the date of execution of this Agreement, any consent, license, approval, permit, exemption or

other authorization of whatsoever nature which is required to be granted by any Competent Authority, and/or any

registration or filing of application with a Competent Authority which is required from time to time, to undertake, implement and operate or in connection with the Project.

"Cure Period" means the period specified in this Agreement particularly in **Article 9.1.1**, for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default.

"**Directive**" means any policy, present or future requirement, instruction, direction, order, regulation or rule of any Competent Authority which is legally binding or which should customarily be observed by a reasonable and prudent owner, designer, Tenant, or user involved in projects or any modifications, extension or replacement thereof as applicable from time to time.

"**Encumbrances**" means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Site or the Project Facility or Third Party claims or rights of any kind attaching thereto.

"Event of Default" means the Tenant Event of Default or the Authority's Event of Default, as the context may require.

"**Financial Year**" means the year commencing from 1st April of any calendar year to the 31st March of the next calendar year.

"**Financing Documents"** means the documents executed by the Tenant in respect of the Financial Assistance (including refinancing) for the Project to be provided by the Lenders for the Project and shall include loan agreements, guarantee agreements, subscription agreements, notes, debentures etc. and any documents providing security for such financial assistance.

"**Force Majeure**" has the meaning as specified in **Article-8**.

"GoI" means the Government of India, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of India.

"**Good Industry Practice**" means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and

ordinarily be expected to be used by a skilled Tenant/subcontractor and/or operator, in the implementation, operation and maintenance and supervision of a project of the type and size similar to the Project.

“GoK” means the Government of the State of Karnataka, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the GoK of the State of Karnataka and its administrators, successors and permitted
assigns.

“Handover Date” means the date, not exceeding 180 days from the date of issuance of Letter of Award to the Tenant, on which the Project Site is handed over to the Tenant.

“**Competent Authority**” means Government of India (GoI), Government of Karnataka (GoK) or any Government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local having jurisdiction over the Project, the Tenant, or the performance of all or any of the services, obligations or covenants of Lessee under or pursuant to this Agreement or any portion thereof.

“Tenant” means the rights granted by the Authority to the Tenant under **Article 2**.

“Tenant” means the M/s……and shall include its successors and permitted assigns expressly approved by Authority.

"Rental Period" means the period as applicable specified in **Article 2.2**.

“Letter of Award (LoA)” means the letter or notification issued to the Successful Bidder informing of its selection under the bid process.

“Material Adverse Effect” means circumstances, which:

(a) Renders any right vested in a Party by the terms of this Agreement in effective or renders the exercise thereof commercially unviable or

(b) Adversely affects or restricts or frustrates or renders the Project commercially unviable

(c) Adversely affects the ability of any Party to observe and perform in a timely manner its obligations under this Agreement

(d) Adversely affects the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” means a breach of the obligations or terms and conditions of this Agreement by a Party, which has a Material

Adverse Effect.

“Party” means any of the Parties to this Agreement.

“Person” means any individual, sole proprietorship, cooperative, Authority, corporation, partnership, consortium, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.

“Security Deposit” means the Bank guarantee submitted by the Tenant for due andfaithfulperformanceofobligations,asperprovisionsofthisAgreement.

“Preferred Bidder” means that the Bidder has been successful in the bidding process for the Project and that has the status of the Tenant upon signing the Agreement.

“**Project**” means the operation, maintenance and management of Operations (OM&M) of facilities at Multipurpose building hall (1st Floor)the restricted to the land and facilities as described in the **Schedule,** which will finalized at the time of agreement.

“**Project Agreements**” means, collectively this Agreement, and any other material Deeds (other than the Financing Documents), including those relating to technology (procurement, installation, use, repair and maintenance thereof and all intellectual property rights therein and legal arrangements under which the technology is owned or licensed to use or otherwise), entered into or may hereinafter be entered into by the Tenant in connection with the Project.

"**Project Period"** means the period as applicable specified in Article 2.2.

“Plant Utilization Plan” means the plan submitted by the Tenant in accordance with Article 5.

“Review & Monitoring Committee” means a Committee constituted by the Authority to regularly monitor and review progress during Rent period.

“**Termination**” means the expiry or termination of this Agreement and the rights and obligations hereunder.

“Transfer Date” is the date of transfer of Project Site by the Tenant to Authority on completion of Rent Period or on termination of Agreement.

1.2INTERPRETATIONS

(i) The headings in this Agreement are for convenience only and shall not be deemed to be part of this Agreement or be taken into consideration in the interpretation or construction hereof.

(ii) Words denoting the singular only also include the plural and vice-versa where the context requires and words denoting the masculine shall be construed as including the feminine where the context so requires.

(iii) References to any enactment (including any subordinate

legislation) are to be construed as references to that enactment as for the time being amended or modified or to any enactment for the time being replacing the same.

(iv) The Recitals shall be taken into account in the interpretation of this Agreement.

(v) The Schedules attached to this Agreement form an integral part of the terms and conditions of this Agreement.

(vi) The terms of this Rent Agreement shall prevail over any other Agreement

/ document in the event of any in consistency in the terms thereof.

(vii) Unless otherwise stated any reference to“ include” shall mean“ include without limitation” and any reference to“ including” shall mean “including without limitation”.

1.3 MEASUREMENTS AND ARITHMETIC CONVENTIONS

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4 AMBIGUITIES AND DISCREPANCIES

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) Between two articles of this agreement, the provisions of specific articles relevant to the issue under consideration shall prevail over those in other articles;

(b) Between the written description on the drawing and the specifications and standards, the later shall prevail;

(c) Between the dimension scaled from the drawing and its specific written dimension, the later shall prevail;

(d) Between any value written in numerals and that in words, the later shall prevail.

1.5 PRIORITY OF DOCUMENTS

The documents forming part of the bidding process leading to this Agreement shall be relied upon and interpreted in the following descending order of priority:

(a) This Agreement
(b) The Schedules to this Agreement
(c) The Letter of Award issued to the Preferred Bidder
(d) The written clarifications issued to the bidders
(e) Written addendum to the Tender Document
(f) The tender document (all documents in the Tender)
(g) The Tenant’s Bid.

ARTICLE – 2: AWARD OF LEASE/ RENT

2.1 Award of Lease/ Rent

The Authority hereby awards to the Tenant and the Tenant hereby accepts, in accordance with the terms and conditions of this Agreement, "the Rent" to:

2.1.1 Take up as per terms of this Agreement, the Multipurpose Building 1st Floor hall at Basavanagar Bus stand Vignana Nagar as per **Section-6.**

Provided that prior approval of the Plant Utilization Plan related to operation, maintenance and management facilities at the Project Site shall be required from the Tenant Authority as envisaged under the terms of this Agreement. The Tenant also agrees to submit the Optimal Utilization Plan within thirty (30) days from the Agreement Date, as one proposal for approval by the Authority.

2.1.2 Exercise and / or enjoy during the Rent Period the exclusive OM&M of facilities Multipurpose Building 1st Floor hall Bangalore and consequential right to, collect and appropriate revenue in this behalf;

2.1.3 Remain responsible during the Rent Period for the operations, maintenance and upkeep of the Multipurpose Building 1st Floor hall Bangalore as per Good Industry Practices and Applicable Laws.

2.1.4 Pay prescribed Monthly Rent to the Authority for grant of above Rent as stipulated in **Article 4** of this Agreement.

2.1.5 Adhere to Good Industry Practices, Applicable Laws and other provisions of this Agreement and relevant schedules.

2.1 Rent Period/Project Period

2.2.1 The Rent Period shall commence from the date of Handing Over of the Project Site (the "**Handover Date"**) and shall be for a minimum period of three(3) years from the date of such handover. BBMP may at its sole discretion extend the Rent Period on mutually agreeable terms and conditions and further subject to performance of the Tenant. In case of earlier termination the Project Period shall reckon from Handover Date to the date of termination. The Handover Date not to exceed a period of 180 days from the issuance of Letter of Award to the Tenant.

2.2.2 Project Period could be extended upon occurrence of a Force Majeure Event at the sole discretion of BBMP

2.2.3 No extensions shall be allowed due to increase in operating costs or other input costs of the Tenant. For any extension on the ground of reasonable and sufficient cause, the Tenant may consult the Authority in

endeavor to reach an agreement and request the Authority for an extension. The Authority may consider the same at their sole discretion.

2.2.4 The final discretion of extension of the Rent Period and in determination of whether or not the cause of extension is reasonable and sufficient shall rest with the Authority at all times, without being subject to challenge by the Tenant.

2.3 Project Site

2.3.1 Right to Access the Project Site

The Authority hereby undertakes to grant right of access to Multipurpose Building 1st Floor hall at BBMP prior to commencement of the Rent and hand over date prior to commencement of the Rent and hand over date for the purpose of carryout OM&M in accordance with this Agreement but subject to the rights of the Authority and its normal business operations, provided that the Tenant shall have the right to carry out re-development or refurbishment works only in the Multipurpose Building 1st Floor hall & they shall have the right to carry out necessary modification/renovation as per approved development plan by the authority.

The rights and grant of access to the Project Site shall be provided by the Authority within fifteen (15) days of Agreement Date. Authority confirms that upon grant of right to access the Project Site pursuant to the preceding paragraph, the Tenant shall have the right to enter upon and use the Project Site and to make at Tenant's costs, charges and expenses such re- development, renovations, installations and erection in the Multipurpose Building 1st Floor hall and in accordance with the provisions of this Agreement.

2.3.2 **Use of** Multipurpose Building 1st Floor hall

The Tenant shall use the Multipurpose Building 1st Floor hall in accordance with permissible activities set out in **Article - 6.** The Tenant shall not use the Multipurpose Building 1st Floor hall facilities for any purpose other than for the purposes of the project.

2.3.3 **Information about the** Multipurpose Building 1st Floor hall

The information about the Multipurpose Building 1st Floor hall set out in **Section-6** is provided by the Authority in good faith and with due regard to them for which such information is required by the Tenant. Authority agrees to provide to the Tenant, upon their request, any further information relating to the Project Site, so far as it relates to information required by the Tenant for the purpose of implementing the Project (carrying out its operations), which the Authority may now possess or may hereafter come to possess.

2.3.4 **Rights and Title Over the** Multipurpose Building 1st Floor hall

(i) The Tenant's rights under this Agreement shall at all times during the Rent Period be subject to the maximum permissible Multipurpose building hall (1st Floor) allotted facilities at BBMP more particularly described in **Section-6** of Tender Document. However, the Tenant shall not create third party interests on the Multipurpose Building 1st Floor hall facilities at BBMP without the prior written approval of the Authority.

(i) The Tenant shall at all times during the Rent Period, use Multipurpose building hall (1st Floor)at BBMP in accordance with this agreement.

(ii) The Tenant shall allow access to, and use of the Multipurpose Building 1st Floor hall by the authorities / agencies / staff or laying electric cables, installation of equipment, erection of hoardings or such other incidental activities as necessary for the Project, provided that such access or use does not result in any deterioration, damage to the cold chain facility at BBMP.

(iv) The Tenant shall not part with or deface or create any Encumbrance on the whole or any part of the Multipurpose Building 1st Floor hall

ARTICLE –3: ROLE OF LESSEE/ TENANT

3.1 Re-Development and Installation

(a) The Tenant shall prepare the Optimal Utilization Plan of Multipurpose Building 1st Floor hall Facility and submit the same to the Authority within 30 days from effective date for its consent and approval, which the Authority shall not unreasonably withhold.

(b) The Tenant shall obtain necessary permissions, approvals, clearances and municipal sanctions in conformity with the Applicable Laws for establishment of specific facilities at the Project Site.

(c) Any/all refurbishment and installation shall at all times conform to the permissible activities set out in **Article-6.**

3.2 Operation, Maintenance and Management of Multipurpose Building 1st Floor hall

(a) The Tenant shall operate, maintain and manage Multipurpose hall allotted facilities and related facilities and on a day to day basis ensure cleanliness of the buildings and related facilities and shall where required, modify, repair or otherwise make improvements to comply with the requirements set forth in this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits.

(b) Maintenance obligation of the Tenant shall include the responsibility of repairing or rectifying any damages to the Multipurpose Building (1st Floor hall) facilities in the interest of hygiene and safety of the public, staff and workers.

(c) All the facilities at the Multipurpose Building 1st Floor hall before hand over to the Tenant shall belong solely to the Authority. The Tenant shall not tamper with the same or change their configuration. Only maintenance replacements including change of light bulbs, chokes or any other electrical fittings are permitted. The cost of all replacements will be borne solely by the Tenant. No compensation or claim on this account shall be entertained by the Rent/ lease Authority at any stage during the Lease/ Rent Period.

3.3Payments

(a) Tenant shall make payment of Rs… …… (Three month rent) plus applicable taxes towards non-refundable and irrevocable upfront payment as per clause 4.1of Terms of this Agreement.

(b) The Lessee shall make the payment of Rs. (equal to the Price

Proposal/
Financial Bid of the successful bidder as Approved Annual Lease Fee) for every month and subsequently on second year onwards escalation as per BBMP in-consultation with Tenant.

Sl. No.	Particulars	Amount
1	Before Handover Date	3 month rent (non-refundable)
2	Every month Rent in advance	Before 5th of every month
3	After One year of completion	The rent will be revised by BBMP Authorities against 10% annual increase

(c) In case capacity of Multipurpose Building 1st Floor hall remains unutilized or under- utilized, no adjustment, reduction or rebate in the Monthly Rent payable to the Authority shall be allowed under any circumstances.

3.4 Undertaking Responsibilities for Civil, Criminal and other Third Party Liabilities

The Tenant shall be under the prime obligation to undertake responsibility for Civil, Criminal, Tortious and other Third Party Liabilities on account of negligence, or default/defect in its works or obligations leading to damage to life or property of Multipurpose building hall (1st Floor) facility for any reason directly or indirectly attributable to the Tenant including but not limited to erection, fixing, re-development/renovation or maintenance or dismantling/removal of the fixtures/ furniture/ hoardings/ advertisement panels/ or any advertisement medium used by the Tenant or his agent/ employee/ nominee/ assignee etc.

3.5 Responsibility to Adhere to Safety and General Regulations

The Tenant shall, at all times during the Rent Period adhere to the Agreement, Applicable Laws and Good Industry Practices applicable to the Project.

3.6 Marketing and Revenues

Subject to the provisions of this Agreement, the Tenant shall during Rent Period been titled to demand, collect and appropriate revenues from the operation of Multipurpose Building 1st Floor hall with a prior approval on rate of revenue collection by the BBMP Authorities.

ARTICLE – 4: CONSIDERATION TO BBMP

The Tenant, in lieu of the rights granted by the Authority to OM&M Multipurpose Building 1st Floor hall agrees to pay to the Authority, the following payments on suchtermsandconditions, Includinganyincidentalpaymentterms,as stipulatedherein:

4.1 Payment of Upfront Amount

Tenant shall pay non-refundable and irrevocable upfront fee of Rs. ---- lakhs plus applicable taxes to BBMP before signing the agreement. The mode of upfront payment shall be in the form of Demand Draft drawn in favour of ***Executive Engineer BBMP K R Pura***, as required under the terms and conditions set out in the Tender Document. In the event Tenant fails to make upfront payment, the Letter of Award will be cancelled and agreement will not be executed. The EMD amount will be forfeited.

4.2 Monthly Rent

(a) The Rent shall submit on every month before 5th.Subsequently, second year onwards the Tenant shall pay sums of agreed rent as per BBMP Authorites and Tenant.

(b) Mode of payment of Rent shall be paid through demand draft / online account transfer in favour of “Chief Commissioner BBMP ”, payable at Bengaluru.

(c) The Monthly rent due shall be paid not latertthan the 5 day of the month. In case of failure to remit the afore mentioned payment, the Tenant shall be liable to pay the Authority, an interest of 12% per month on the entire amount of unpaid payable outstanding at the end of any given month. In case of consecutive non-payment of the monthly rent and/or quarterly installments of monthly rent in a given year, the Agreement may be terminated by the Authority; whereby the Security Deposit shall be forfeited and the Tenant shall be summarily evicted from the Multipurpose Building 1st Floor hall facilities.

(d) Tenant specifically agrees that the Monthly rent shall be paid notwithstanding any cause and such payment shall not be withheld on any ground whatsoever. Tenant agrees to pay and shall continue to pay the Annual Lease Fee and all dues, even if the facilities at Multipurpose Building 1st Floor hall is not functional or has been dismantled for repair or upkeep etc. The Tenant agrees that in the event of such dysfunction or under utilization of Multipurpose Building 1st Floor hall, the Authority shall not be liable to make any adjustment or

deductions in the Rent Fee or in any other manner compensate the Tenant.

(e) The Tenant shall pay all taxes and duties arising out of and in consequence of its obligations under this Rent Agreement, including but not limited to, GST any cess, levy, duty, tax or any other charges as applicable from time to time and the Rent does not include the same..

(f) Any payments by the Authority to the Tenant shall be made to the Tenant directly or in the alternative, the Authority shall be at liberty to deduct/adjust the same out of the payments made by the Tenant.

4.3 Electricity & Water Charges:

The Authority shall provide electricity and water wherever possible and the Tenant shall pay the electricity and water consumption charges to the Authority for the electrical energy and water consumed as per tariff fixed by BBMP Authorities. In case of failure to pay such charges, the Authority shall be at liberty to disconnect the electricity and water supply & terminate the lease.

4.4 Security Deposit

4.4.1 Payment of Security Deposit:

(i) The Tenant shall, for due performance of its obligations during the Rent Period, deliver to the Authority, a refundable and interest free Security Deposit by way of Bank Guarantee in favour of **BBMP**, for a sum equal Rs…….

(ii) The Security Deposit shall be paid before the Agreement signing Date and shall be valid for the entire Rental agreement Period. The Authority shall return the Security Deposit within thirty (30) days of expiry or earlier termination of the Rent Period, subject to damages or deductions (if any) as per provisions of the Agreement without prejudice to other rights and claims of the Authority.

4.4.2 Forfeiture of Security Deposit

(a) In the event of the Tenant being in default of the due, faithful and punctual performance of its obligations under this Agreement or the terms and conditions hereof during the Rent Period, and failing to remedy such default within the relevant Cure Period or owing any sums to the Authority under this Agreement or in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of the Authority for or against the Tenant under this Agreement or against the Authority in respect of this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, been titled to call in, encash and appropriate the relevant or delinquent amounts from the Security Deposit as

damages for such default, dues, demands or claims.

(b) Such amounts may include but not be limited to liabilities arising out of the following:

(i) Any amount or sum due to the Authority towards payment of Rent.

(ii) Any amount imposed as a fine or interest or damages by the Authority for irregularities committed by the Tenant is unpaid.

(iii) Any amount which the Authority becomes liable to the Government /Third party on behalf of any default to the Tenant any of his servant/agent.

(iv) Any payment/fine paid by the Authority under the order/judgement of any court/consumer forum or law enforcing agency or any person working on his behalf due to any default of the Tenant or any of his servant/agent.

(c) The decision of the Authority with regard to any breach/ default/delay committed by the Tenant and any liability so accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Tenant. The Tenant specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused to or suffered by the Authority under this Agreement is required to be provided in connection with any demand made by the Authority to recover such compensation through encashment of the Security Deposit under this Agreement and that no document or any action shall be required other than the Authority's written demand in this behalf.

(d) In case Security Deposit or part thereof, for the current year is forfeited by the Authority due to any of the aforementioned reasons, the Tenant shall be under the obligation to replenish the Security Deposit or part there of which has been subject to forfeiture within 7 days from the date of demand to replenish.

ARTICLE–5: UTILIZATION PLAN

5.1 Preparation of Utilization Plan

5.1.1 Tenant shall within thirty(30) days of the Agreement Date prepare at its own cost and submit the Multipurpose Building 1st Floor hall facilities Utilization Plan to its full capacity for the consent and approval of the Authority.

5.1.2 The Utilization Plan shall be prepared in such a way that the proposed facilities conforms to limitation of space and other requirements so provided in **Section-6** and is in accordance with Good Industry Practices and Applicable Laws. The Tenant is required to submit the said Plans; within 30 days from the Agreement Date, as one Plan for the allotted facilities of buildings of floral studio.

5.1.3 Tenant shall also prepare business plan for optimum utilization of the facility and submit the same to the Authority before 30 days from the agreement date.

5.1.4 The Tenant shall not make any claim, compensation, damages or any other consideration on any pretext whatsoever on account of any loss in operation of the Multipurpose building hall (1st Floor) facility and the Less or shall not be made liable for the same.

5.1.5 The Tenant shall also specify or nominate its execution representative/ point of contact in charge of such facility for communication with the Authority and for recommendations or modifications(If any)on such Plan.

5.1.6 The Tenant shall be solely responsible for the adequacy of the Utilization Plan.

5.2Review and Approval of Utilization Plan

The Lessee shall promptly and in such sequence as is consistent with the Rental Period, submit the Utilization Plan to the Authority.

5.2.1 While forwarding the Utilization Plan to the Authority pursuant to **Article 5.1.1** above, the Tenant shall represent that it has determined and verified that the design, display, installation, etc related thereto are in conformity with the provisions of the Agreement and Applicable Laws and permissible activities both set out in **Section-6.**

5.2.2 Within 15 (fifteen) days of the receipt of the Utilization Plan, the Authority shall review the same and convey its comments/ observations, if any, there onto the Lessee with particular reference to the conformity or with the provisions of this Agreement and other safety standards and regulations. It is expressly agreed that notwithstanding any review or failure to review by the Authority,

the Tenant shall not be relieved or absolved in any manner whatsoever of its obligations, duties and liabilities as set forth in this Agreement.

5.2.3 Authority shall not unreasonably withhold approval of the Utilization Plan submitted by the Tenant. The authority shall review the same and with respect to conformity with the following:

- Preserving the good industrial practice in OM&M in the Multipurpose Building

  1st Floor hall facilities.
- Prevention of communalism or propagation of religious fanatics, in any manner causing disrespect to any caste, creed, sect or religion.
- Any other matter which the Authority feels is in the interest of the state.

5.2.4 If the comments/observations of the Authority indicate that the Utilization Plan is not in conformity with the provisions of this Agreement and/or Applicable Laws, the same shall be revised by the Tenant to the extent necessary and be resubmitted to the Authority within 5 days from the date of comments for revision for further review and approval.

5.2.5 The Tenant shall be responsible for any delay and lapse in execution and consequences thereof caused by reason of the Utilization Plan not being in conformity with the specifications, standards and applicable regulations and shall not be entitled to seek any relief in this regard from Authority.

5.3 Rectification of Defects

5.3.1 Save and except as otherwise expressly provided in this Agreement, if the Project or any part thereof shall suffer any loss or damage during the Rental Period, from any cause whatsoever, the Tenant shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Project conform in every respect to the provisions of this Agreement, quality performance, Applicable Laws and Good Industry Practices.

5.3.2 In the event the Tenant does not maintain and/or repair the Project or part thereof up to and in accordance with the provisions of this Agreement and/ or Applicable Laws and Good Industry Practices and shall have failed to commence remedial works within(7) seven days of notice in this behalf from the Authority, the Authority shall, without prejudice to its rights/ remedies under this Agreement, be entitled to undertake to cause the repair and maintenance of the Project at the risk and cost of the Tenant or terminate the agreement. The Tenant shall, in such an event reimburse to the Authority within seven days of demand the costs and expenses incurred for undertaking such repairs and maintenance.

5.3.3 If the Tenant commences any works for curing any defects or deficiencies in the Project, it shall complete such works expeditiously in accordance with Good Industry Practice.

5.3.4 The Tenant shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof:

(i) Force Majeure Event;
(ii) Compliance with a request from Authority or the directions of any Government Agency the effect of which is to close all or any part of the Project.

5.3.5 The Authority or its authorized representatives may conduct periodic checks and inspections for ensuring that the operations of

the Multipurpose building hall (1st Floor) adhere to the Agreement and Good Industry Practices.

5.3.6 Conducting or failure in conducting such periodical inspection by the Authority does not absolve the Tenant of its obligations to Multipurpose building hall (1st Floor) and related facilities in accordance with the Agreement and Applicable Laws.

ARTICLE–6: OBLIGATIONS AND UNDERTAKINGS

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Tender, the Parties shall agree and undertake as under:

6.1 General Obligations of the Tenant

In case of the Rent being awarded to "the Tenant", it shall at its own cost and expense:

(a) Operate and maintain the Facility in accordance with the provisions and scope of this tender, Good Industrial Practices, and Applicable Laws.

(b) During the warranty period of the equipment and machinery forming part of the facility, operate the Facility so as ensure compliance with the requirements of the Equipment Supplier's Manual.

(c) Arrange necessary manpower as per industry norms and in doing so abide by all the Applicable Laws including Labour Laws at its own cost for operation, maintenance, business development, office work, maintaining of equipment, utilities, buildings, security etc.

(d) Procure and maintain in full force and effect, as necessary, appropriate rights, Tenant, agreements and permissions for materials, methods, processes and systems used in or as applicable to the operation and maintenance of the Project Facility.

(e) Give preference to the local farmers, growers, buyers, traders, event managers, women, florists etc in providing facilities.

(f) Procure and handle floriculture products and allied accessories products as per national and international best practices and ensure a portion of the products are exported.

(g) Tenant shall pay the electricity charges, water charges, etc. for the utilities consumed by it at the facility based on the invoices issued by the relevant utility company at actual within the time frame specified therein.

(h) Take all reasonable precautions for the prevention of accidents on or about the Project Facility and provide all reasonable assistance and emergency medical aid to accident victims.

(i) Hand over the Project Facility with all equipment, fixtures, fittings and other assets forming part of the Facility in working condition commensurate to the life of asset and hours of operation undergone by it at the time of expiry or early termination of the Lease. The spares and consumables shall be replenished to the level found at the time of taking possession of the Project

Facility by the Lessee.

(j) Tenant shall be entitled to bring in, make additions to and take back any equipment and assets brought in by the Tenant for the operations and management of the Facility. In case it requires removing or replacing any equipment or assets forming part of the Facility in order to carry out its obligations, it may do so with approval of the Authority.

(k) In the event of the Tenant undertaking packaging and selling of any product with its own branding/ logo/ identity, it shall print/ affix on the packaging of all its packaged products, the symbol and full name of Authority as subtitle and thereby state that all such products are stored, sorted and packaged at Authority's unit.

(l) Allow and entitle the Authority or a nominee of the Authority to step into this Rent at the Authority's discretion, in place and substitution of the Tenant in the event of Termination pursuant to the provisions of this Tender.

(m) Develop, implement and administer a Surveillance and Safety Program for the building establishment and the users thereof and the Tenant's personnel engaged in the provision of any services including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;

(n) Remove promptly upon installation and according to Good Industry Practice, from the Project Facility, all surplus installation machinery and materials, waste materials, rubbish and other debris and keep the site in a neat and clean condition at all times.

(o) Have requisite organization and designate and appoint suitably qualified manpower including professional marketing team to implement the Rent and to deal with the Authority oritsrepresentative and to be responsible for all necessary exchange of information required pursuant to this tender;

(p) Tenant shall ensure that any existing utility on, under, above, adjacent, adjoining or near the Project Facility is kept in continuous satisfactory use, if necessary, by the use of suitable temporary or permanent diversions with prior approval of the Authority.

(q) Outgoings including any stamp duty (including stamp duty

for registration of Rental agreement), other duties, taxes, charges, levies, bills, penalties, etc. whatsoever during the subsistence of this Rent shall be paid by Tenant.

(r) Tenant has to enchase security cheque for the purpose if there is any due at the time of cancellation of agrement and on mutual consent and cancel of agreement security cheque will be returned

(s) At the time of vacating the Multipurpose Building 1st Floor hall, it has to be re painted and hand over back as it was earlier to the tenant. No alterations are permitted effecting the original structures but only alterations with minimal changes are allowed and it has to be fixed to original shape.

6.2 Obligations of the Authority

The Authority shall:

(a) Provide building Facility with all required Electrical power and water.

(b) Provide unhindered access to the Tenant and its personnel during the Rent period subject to conditions of Rent.

(c) Assist in getting various registrations and approvals from the government authorities.

(d) Hand over the physical possession of building Facility to Tenant free from any Encumbrance no later than the Effective Date.

(e) In the event of Authority creating any Encumbrance over or in respect of Project Facility or any part of it, the Authority shall ensure that the Encumbrance is subject to the rights of the Tenant under this tender.

(f) Ensure that no barriers are erected or placed by the Authority or any Governmental Agency on the Project Facility, except on account of law and order situation or upon national security considerations;

(g) Constitute a Review & Monitoring Committee to regularly monitor, review and suggest corrective action during the Rent period.

ARTICLE – 7: REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Parties

Each party hereto represents and warrants that:

i It is duly organized, validly existing and in good standing under the laws of India;

ii It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

iii It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

iv It has the financial standing and capacity to undertake the Project;

v This Agreement constitutes its legal, valid and binding obligation fully enforceable against it in accordance with the terms hereof;

vi It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof; and

vii It shall have an obligation to disclose to the other Party as and when any of its representations and warranties ceases to be true and valid.

7.2 Additional Representations and Warranties of Tenant

In addition, the Tenant represents and warrants to the Authority that:

i The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under the terms of the Tenant’s Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.

ii There are no actions, suits, proceedings, or investigations pending or, to the Tenant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Tenant under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect.

iii The Tenant has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Competent Authority or any other pending or potential matters which may result in any Material Adverse Effect or impairment of the Tenant ability to perform its obligations and duties under this Agreement.

iv The Tenant has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which in the aggregate have or may have Material Adverse Effect.

v No representation or warranty by the Tenant contained herein or in any other

document furnished by it to the Authority or to any Competent Authority in relation to Clearances or otherwise contains or will contain any untrue statement of material factor omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

vi The Tenant was and is duly organized and existing under the laws and has full power and authority to consent to entering into this Agreement and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement.

Provided that whenever any pending or potential matter, including the matters listed under sub-clauses (i) to (iv), comes to the knowledge of the Tenant, during the Rent Period, the outcome of which may result in the breach of or constitute a default of the Tenant under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect or impairment of the Tenant's ability to perform its obligations and duties under this Agreement, the Tenant shall immediately intimate the same to the Authority.

vii No sums, in cash or kind, have been paid or will be paid by or on behalf of the Tenant, to any person by way of commission or otherwise for securing and
/or execution of this Agreement or for influencing or attempting to influence any officer or employee of the Authority.

7.3 Disclaimer

i Without prejudice to any express provision contained in this Agreement, the Tenant acknowledges that prior to the execution of this Agreement, the Tenant has after a complete and careful examination made an independent evaluation of the Project, the legal framework and the technical and financial aspects of the Project, scope of work, all the information and documents provided by the Authority, its consultants or any Competent Authority, the market and demand conditions, information relating to potential customers and the cost, risks, consequences and liabilities involved in OM&M of Multipurpose building hall (1st Floor) facilities and has determined to the Tenants at is faction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Tenant in the course of performance of its obligations hereunder.

ii The Tenant further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in sub- clause (a) above and hereby confirms that the Authority, any Competent Authority and their consultants shall not be liable for the same in any manner whatsoever to the Tenant or Persons claiming through or under them.

iii The Tenant accepts that it is solely responsible for the verification of any design, data, documents or information provided by the Authority to the Tenant, its consultants or any Competent Authority

and that it shall accept and act thereon at its own cost and risk.

iv The Tenant agrees not to approach the Civil Court on any account without the written consent of the Authority and the Tenant expressly understands that the premises is a public premise under the Karnataka Public Premises (eviction of unauthorized occupants) Act (KPP Act) and the Authority is at liberty to invoke the provisions of the KPP Act in case of breach of any of the conditions stipulated therein.

ARTICLE – 8: FORCE MAJEURE

8.1 Force Majeure (Force Majeure Events):

A Force Majeure event means any event or circumstance or a combination of events and circumstances, or consequences thereof which effect or prevent the Party ("Affected Party") claiming Force Majeure from performing its obligation in whole or in part, under this Agreement and which event or circumstance (a) is beyond the reasonable control and not arising out of the fault of the Affected Party, (b) Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill, care and (c) has a Material Adverse Effect. Such events shall mean and include:

8.1.1 Non Political Events

(a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the Project.

(b) Radio-active contamination, ionizing radiation.

(c) Epidemic and famine.

(d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast / explosion, sabotage or civil commotion.

(e) Industry wide or state wide or India wide strikes or industrial action or disturbances which has a Material Adverse Effect and which are not on account of acts of the Tenant, its subcontractors or persons claiming through or under it;or

(f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against any of the Parties in any proceedings (which are non collusive and duly prosecuted by the Party) for reasons other than failure of the Party or of any Person claiming through or under it to comply with any Applicable Law or terms of Clearances or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement.

(g) Any event or circumstances of a nature analogous to any of the foregoing

8.1.2 Political Events

(a) Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or rights of the Tenant relating thereto; provided the same has not resulted from an act or default of the Tenant or any Person claiming through or under it.

(b) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any Clearance required by the Tenant to perform his obligations as per this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Tenant's (i) inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits; or (ii) breach or failure in complying with

the provisions hereof, including this Agreement, Applicable Laws, the terms of Clearances, any judgment or order or Directive of any Competent Authority or of any Lease to which the Tenant is bound.

8.2 Exceptions Applicable to the Tenant

The Tenant shall not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non- performance of its obligations under this Agreement other than to the extent that such circumstances result from an event of Force Majeure:

(a) Delay in performance by any sub-contractor, agents and employees of the Tenant.

(b) Breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the facilities at the floral studio.

(c) Unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts, fuel or consumables for the Tenant;

(d) Non-performance caused by or connected with the non-performing Party's
(i) negligent or intentional acts, errors or omissions, (ii) failure to comply with Law or (iii) breach of or Default under this Agreement.

8.3 Obligations of the Parties

8.3.1 Obligation to Notify

(i) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the Force Majeure Event setting out, inter alia, the following in reasonable detail:

(a) The nature and extent of the Force Majeure Event.

(b) The estimated Force Majeure Period.

(c) The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event.

(d) The measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby.

(e) Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this agreement.

(ii) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding sub-article

(i), the Parties shall, meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project/Project Site in order to:

(a) Assess the impact of the underlying Force Majeure Event.

(b) To determine the likely duration of Force Majeure Period and,

(c) To formulate damage mitigation measures and steps to be undertaken by the

Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.

(iii) The Affected Party shall during the Force Majeure Period provide the other Party with regular (not less than weekly) reports concerning the matters set out in the preceding sub-article (ii) as also any information, details or document, which the other Party may reasonably require.

8.3.2 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

(i) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event.

(ii) The Affected Party shall make all reasonable efforts to mitigate or limit damage, if any, caused or is likely to be caused to the Multipurpose building hall (1st Floor) facility as a result of the Force Majeure Event and to restore the Multipurpose building hall (1st Floor) facility and related facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement.

(iii) The Affected Party shall take all remedial measures including duly prosecuting and exhausting all such remedies available to the Affected Party under the Applicable Laws.

(iv) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Parties and the Authority written notice to that effect and shall promptly resume performance of its obligations hereunder.

(v) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement.

8.4 Revised Timetable

If the Party claiming to be affected by the Force Majeure event has complied with the notice procedure under **Article-8.3.2**, any time period specified in this Agreement for the performance of an obligation, including the Rent shall be appropriately extended for a period equal to that during which the effect of the Force Majeure event applies to the obligation.

8.5 Consultation and Duty to Mitigate

The Party claiming relief under Force Majeure shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party

resulting from the Force Majeure Event. The Party affected by Force Majeure shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder. Except as specifically stated to the contrary, no Party shall be relieved of its obligations under this Agreement by reason of impossibility of performance or any other circumstance whatsoever beyond its control.

ARTICLE – 9: EVENT OF DEFAULT & TERMINATION

9.1 Fundamental Breach by Tenant

9.1.1 Each of the following events or circumstances, to the extent not caused by a default of the Authority or Force Majeure, shall be considered for the purposes of this Agreement as Events of Default of the Tenant ("Tenant Event of Default") which, if not cured within the time period of Thirty (30) days ("Cure Period"), shall provide the Authority, with the right to terminate this Agreement in accordance with this Article 9hereof:

(i) Material Breach of its obligations under the Agreement, including default in payment of Monthly rent and /or any other dues, where such pendency of payment subsists for a period of at least two (2) months from the scheduled date of payment.

(ii) Utilization of the floral studio(Shop no.1) facility more than the limit & such as hoardings, advertisement etc without the prior written approval of the Authority.

(iii) Sub-lease or contracting to third party of any part or whole of Multipurpose building hall (1st Floor) facility for a period exceeding the rent Period or in any manner violating the terms of this Agreement.

(iv) Repeatedly fails to ensure safety measures for life and property at the facility.

(v) Any representation made or warranty given by the Tenant under this Agreement is found to be false or misleading.

(vi) The Tenant creates any Encumbrance on the Multipurpose building hall (1st Floor) facility and/or any facility thereon in favor of any Person.

(vii) A resolution is passed by the shareholders of the Tenant for the voluntary winding up of the Tenant.

(viii) The Tenant suspends or abandons the Project without the prior written consent of Authority.

(ix) A breach of any express representation or warranty by the Tenant which has a Material Adverse Effect and such breach is not remedied within 30 days of receipt of written notice from the Authority specifying such breach and requiring the Tenant to remedy the same.

(x) Any actions or omissions attributable to Tenant, including causing delay on the part of the Authority to discharge any of its obligations that has a Material Adverse Effect on the implementation or operation of the Project.

(xi) The Tenant has neglected or failed to regularly and properly maintain the Project and related facilities in clean and hygienic conditions and to keep the same in a state of good condition at its own cost.

(xii) Violation or non adherence of the Applicable Laws.

(xiii) The Tenant repudiates this Agreement or otherwise evidences an intention not to be bound by the terms of this Agreement.

(xiv) Non settlement of 3rd party claims on Authority as a consequence from the fault of the Tenant.

Upon the happening of any of the above events the Authority obligations under this Agreement shall be suspended and the Authority shall have no liability hereunder during any of the foregoing Cure Periods while the relevant event remains uncured.

9.2 Termination upon Default

9.2.1 Upon the expiration of the Cure Period set forth herein, the Authority, may issue a Notice of Intention to Terminate. Such notice shall specify in reasonable detail the Tenant's Event of Default, as the case maybe, giving rise to the Notice of Intention to Terminate.

9.2.2 Following the issuance of a Notice of Intention to Terminate, the Parties shall further consult for a period as the Parties may agree to in writing as to what steps shall be taken in order to prevent the termination of this Agreement and/or to cure the relevant Event of Default.

9.2.3 Upon the expiration of the Cure Period under this Article and unless the Parties shall have agreed otherwise, or unless the underlying causes giving rise to the Notice of Intention to Terminate has been cured, the Party that gave the Notice of Intention to Terminate may terminate this Agreement by delivering a Notice of Termination to the other Party whereupon this Agreement shall immediately terminate, subject to the rights of the Parties set forth in this Agreement.

9.3 Termination by the Authority for a Tenant Event of Default

Upon the termination of this Agreement due to Tenant Event of Default, the Authority shall be forthwith entitled to without any further notice to the Tenant to take such action(s) as it shall deem fit against the Tenant including the following:

(a) Forfeiture of all sums paid by the Tenant.

(b) No compensation of any nature whatsoever shall be payable by the Authority to the Tenant.

(c) Refund of Security Deposit after deduction of pending dues, charges, liabilities etc.

9.4 Termination Following Force Majeure

9.4.1 In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 30 days from the date of commencement of such Force Majeure event, notwithstanding the suspension of the obligations of the Parties, they shall decide by

mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement. If the Parties are unable to agree on such terms or to terminate the Agreement by mutual consent within 120 days from the date of the commencement of such Force Majeure event, either Party may issue a Notice of Intention to Terminate.

9.4.2 If, following Force Majeure due to non-political events as defined in Article 8.1.1,

Party elects to terminate this Agreement, the Authority shall return to the Tenant the Security Deposit after adjusting any outstanding dues from the Tenant, but the Authority shall not be liable to pay any compensation to the Tenant.

9.4.3 If, following Force Majeure due to political events as defined in Article 8.1.2, Party elects to terminate this Agreement, the Authority shall:

(i) Not compensate the Tenant with regard to the costs incurred for the Project.

(ii) Return to the Tenant the Security Deposit, after adjusting any outstanding dues.

9.5 Consequences of Termination

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon expiry of the Rental Period by efflux of time or prior termination thereof due to an Event of Default or a Force Majeure Event:

9.5.1 Transfer of Assets

(i) On the completion of Lease Period or early termination as the case may be the Tenant shall subject to the provisions of this Agreement, transfer, assign and deliver to the Authority or its nominated agency, free and clear of any Encumbrances, the peaceful possession of the Multipurpose building hall (1st Floor) facility along with all facilities and structures handed over to the Tenant by the Authority during the Rent Period.

(ii) The Authority and the Tenant shall at least 1 (One) month prior to the expiry of the Lease Period or upon commencement of Termination Period, as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid process of transfer of assets on the completion of the Rent Period. During this period, the designated key personnel of the Authority shall be associated with the operations of the Project in order to facilitate smooth takeover of the same by the Authority on the end of Rent Period. The Tenant shall hand over the Multipurpose building hall (1st Floor) without any damages.

(iii) The Authority shall not be responsible for the labour and personnel related obligations of the Tenant. All such labour and employees shall be its responsibility of the Tenant/such Persons even after the expiry of the Rent Period and they shall have no claim to any type of employment or compensation from Authority or its nominated agency. The Tenant shall continue to be responsible for any third party claims, litigations, compensation demands etc., due to acts attributable to the Tenant during the Rent Period.

(iv) On the completion of the Rent Period or early termination as the case may be, the Tenant shall vacate the Project Site premises leaving it in a clean and hygienic condition, subject to normal wear and tear. The Lessee shall do good any damages/loss caused by it to the floral studio

(v) All sub-license and /or third party arrangements executed by the Tenant shall stand terminated. The Tenant in this regard at the time of execution of sub-license or third party agreements shall have a re-conciliation arrangement with the third parties/sub-licensees to the effect that in case of termination, the Tenant shall pay back all deposits and rents collected in advance from such third parties/sub-lease. The sub- lease/third parties may in case the Authority so deems fit, have a fresh arrangement

with them on mutually agreed terms and conditions at their sole discretion. Notwithstanding anything to the contrary, the Tenant, shall procure a no-objection certificate from all sub-lease/third parties to the effect that the Authority shall have no liability or dues from the sub-lease arrangements with the Tenant during or after the Tenant Period.

9.5.2 Guarantees

The Authority shall be entitled to call in, forfeit, encash and appropriate any subsisting Security Deposit provided by the Tenant, if the termination is on account of a Tenant Event of Default.

9.5.3 Transfer of Risk

Until the end of Rent Period, all risks shall lie with the Rent for loss of or damage to the whole or any part of the Project unless the loss or damage is due to an act or omission of the Authority in contravention of its obligations under this Agreement.

9.6 Consequences of Expiry of Rent Period

On the expiry of the Rent Period by efflux of time, the Tenant shall at its cost:

(i) Hand over to the Authority or to its nominated agency on the Project.

(ii) The Authority or its nominated agency shall not be liable for any liabilities, relating to the Tenant’s employees or personnel, which shall continue to be its employees after the expiry of the Rent Period.

(iii) All sub-lease and/or third party arrangements executed by the Tenant shall stand terminated.

(iv) Forthwith remove from the Site at its cost all such material which does not form part of the Project.

(v) The Tenant and the Persons claiming through or under it shall forthwith vacate the Site.

(vi) Undertake responsibility and settle claims of third parties with regard to causes attributable to the Tenant.

ARTICLE –10: HANDOVER AND OWNERSHIP

10.1 Handing Over of Multipurpose Building 1st Floor hall facilities

Upon the expiry of the Rent by efflux of time and in the normal course, the Tenant shall at the end of the Rental Period or prior termination of this Agreement, as the case may be, hand over free from encumbrances and peaceful possession of the Project Site in same condition with reasonable wear and tear at no cost to Authority.

10.2 Ownership

The ownership of the Project Site, shall at all times, vest with the Authority. At the time of expiry or early termination of the Rental Period, the Tenant shall at its own costs, without seeking any claims or reimbursements from the Authority, remove all its material, ensuring that no loss to life or property is caused in or around the Project Site due to any act, omission or negligence of the Tenant or its authorized representatives or employees. However, the Tenant shall not be vested with any rights over the property, fixtures, facilities or other amenities of the Authority on the Project Site and shall not be entitled to cause removal or move men to such property, fixtures, facilities etc. In the event of any damage is caused to the Project site or any fixtures or the facility while removing its material as stated herein, the authority will be entitled to claim the same from the Tenant.

10.3 Recovery of Balance Rent

The Monthly rent due, or any other dues if any, at the end of Rental agreement Period shall be recovered by the Authority from the Performance Security. The balance remaining unrecovered amount, if any, shall be paid by the Tenant to Authority on first written demand of the Authority.

ARTICLE –11: LIABILITY AND INDEMNIFICATION

11.1 Liability of Tenant

Notwithstanding anything to the contrary contained in this Agreement:

(a) In addition to the Tenant's liability and obligations and the Authority's remedies provided elsewhere in this Agreement, the Tenant shall be solely responsible for any loss of or damage to the Project; damage to property ; death or injury to persons; any other liabilities of the Tenant; and any liabilities, damages, losses and reasonable cost and expenses (including legal costs) suffered by the Authority during the Rental Period:
   (i) Resulting from any act, event, omission, negligence or default of the Tenant or any other Person claiming through or underit.
   (ii) In connection with, arising out of, or resulting from any breach of warranty, material misrepresentation by the Tenant or any other Person claiming through or under it, or non-performance of any term, condition, covenant or obligation to be performed by the Tenant under this Agreement.

(b) The Tenant shall be fully and solely liable for all works, contracts, dealings and activities in relation to the Project.

11.2 Indemnification

Without prejudice to and in addition to the indemnification provisions elsewhere in this Agreement, the Tenant agrees to indemnify and hold harmless the Authority and its shareholders, managers, officers, directors, employees, advisors and consultants promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs, penalties, litigation, proceedings (including reasonable attorneys' fees and disbursements) and expenses of any nature whatsoever (collectively, "Losses") to which such indemnified persons may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from (i) any misstatement or any breach of any representation or warranty made by Tenant or (ii) the failure by Tenant to fulfill any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditionsof this Agreement by any employee or agent of the Tenant or Person claiming through or under the Tenant or (iii) any claim or proceeding by any third party against the Authority arising out of any act, deed or omission by the Tenant. For the avoidance of doubt, indemnification of Losses pursuant to this Article shall be made in an amount or amounts sufficient to restore each of the

indemnified parties to the financial position it would have been in had the Losses not occurred.

11.3 Survival

The provisions of this Article 11 shall survive the expiry or prior termination of this Agreement.

ARTICLE–12: MISCELLANEOUS PROVISIONS

12.1 Confidentiality

Each Party hereto agrees that it shall not divulge any trade, commercial or technical secrets or confidential matters relating to the other Party or Project to a Third Party save and except necessary for carry out the Project or as required under Law. The Tenant shall be bound by the provisions of the Articles even after the Rent Period.

The provision of this Article shall not apply to:

(a) Any information in the public domain otherwise than by breach of this Agreement

(b) Information in the possession of the receiving Party thereof before divulgence as aforesaid and which was not obtained under any obligation of confidentiality; and

(c) Information obtained from a Third Party that is free to divulge the same and which is not obtained under any obligation of confidentiality.

12.2 Change in Law

In the event, a Change in Law results in a Material Adverse Effect, either Party may by notice in writing to the other Party request such modifications to the terms of this Agreement except changes to Monthly rent, as the requesting party reasonably believes is necessary to place it in substantially the same legal, commercial and economic position as it was prior to such Change in Law. The Parties shall thereafter consult in good faith to agree to such modifications and in the event agreement cannot be reached, either of them may refer the matter for determination in accordance with the Standard Dispute Procedure.

12.3 Amendments

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.4 No Waiver; Remedies

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.

12.5 Severance of Terms

If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, un- enforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect.

12.6 Language

All notices, certificates, correspondence or other communications under or in connection with this Agreement shall be in English. In the event of any dispute, the Project Agreement in **English** will prevail.

12.7 Notices

Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post, electronic mail (followed by signed copy) or other means of telecommunication in permanent written form. The addresses and numbers for service of notice shall be given to the Parties at their respective addresses set forth below:

Tenant **{name and address}**

Authority **{name and address}**

or such other address, telex number, or as may be notified by that Party to any other Party from time to time, and shall be deemed to have been made or delivered in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address. In case any Party changes its address, communication numbers, or directed attention as set forth above, its hall notify the other Parties in writing prior to the adoption thereof.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of India and the Courts of Bengaluru shall have exclusive jurisdiction on all the matters arising out of this Agreement.

12.9 Assignment

Neither Party shall assign any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

For and on behalf of the Authority [NAME] [DESIGNATION]	
For and on behalf of Tenant [NAME]	
The Authority's WITNESSES: 1. 2. The Tenant's Witnesses: 1. 2.	

End.